on a life insurance policy by the beneficiary therein which is testamentary in its character, but which has not been, and cannot be admitted to probate is not admissible in evidence to show title in the legatee named in said endorsement, and a payment of the policy by the insurer to such beneficiary is wrongful. Nor, in an action on the policy, is evidence relevant that merely tends to show that the endorsement was made in the presence of witnesses, at the special instance and request of the beneficiary, and that she made her mark as a signature thereto. A will must be proved before a probate court in a proceeding for that purpose.

SPILLER AND OTHERS v. WELLS AND OTHERS. Decided at Richmond, January 12, 1899.—*Keith*, P:

1. CONFLICT OF JURISDICTION—*How determined—How jurisdiction acquired.* Between courts of concurrent jurisdiction, except as to technical creditors' bills, that court which first acquires cognizance of the controversy, or obtains possession of the property in dispute, is entitled to retain it until the end of the litigation, and should decide all questions which legitimately flow out of the controversy. Jurisdiction is acquired by the issue and service of process, and in case of conflict between courts of concurrent jurisdiction, the date of service of the process determines the priority of the jurisdiction. The first suit, however, must afford the plaintiff in the second an adequate and complete opportunity for the adjudication of his rights.

2. MECHANIC'S LIEN—*Suit by sub-contractor—Act of limitation as to general contractor and other sub-contractors.* A suit by a sub-contractor to enforce a mechanic's lien which has been duly recorded, to which the general contractor is made a party defendant, and his recorded lien properly set forth in the bill, stops the act of limitation from running not only on the complainant's lien, but also on the lien of the general contractor and all claiming as contractors under him, and operates to suspend any further suit by any one or more of them during the pendency of the suit instituted by the sub-contractor.

BURRUSS v. NATIONAL LIFE ASSOCIATION OF HARTFORD, CONN.—Decided at Richmond, January 12, 1899.—*Harrison*, J:

1. INSURANCE—*Application a part of policy—Section 3252 of Code applies to application.* Section 3252 of the Code, which provides that no failure to perform any condition or restrictive provision of an insurance policy shall be a valid defence to an action thereon unless such condition or restrictive provision be printed in type of a specified size, or written with pen and ink in or on the policy, applies alike to the application, and the policy issued thereon, where the application is expressly made a part of the contract of insurance.

2. INSURANCE—*False statements of applicant—Knowledge of agent.* No recovery can he had on a life insurance policy procured upon wilfully false statements of the assured of facts material to the risk, although the insurance was solicited by the agent of the insurance company, and the beneficiary informed the agent that he did not believe insured could obtain insurance, that he had heard that insured was in bad health, and had been rejected by other companies.

SURANCE—*Misrepresentations of assured—Ignorance of beneficiary.* If insur-